

**E. G. Sprinkler Corporation; Goodman Piping Products, Inc., Goodman Automatic Sprinkler Corporation; and James M. Goodman and Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO, affiliated with United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO. Cases 3-CA-13454 and 3-CA-10974**

December 31, 1990

**DECISION AND ORDER**

BY CHAIRMAN STEPHENS AND MEMBERS  
CRACRAFT AND OVIATT

On August 13, 1990, Administrative Law Judge Wallace H. Nations issued the attached decision. The Respondents filed exceptions and a supporting brief, and the General Counsel and the Charging Party filed response briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions<sup>1</sup> and to adopt the recommended Order.<sup>2</sup>

<sup>1</sup> In Case 3-CA-10974, the Board found that the Union was the 9(a) bargaining representative for the employees of Respondents E. G. Sprinkler Corporation (EG) and Goodman Piping Products, Inc. (GPP). The Respondents except to the judge's extension in Case 3-CA-13454 of that status to the Union in its relationship with Respondent Goodman Automatic Sprinkler Corporation (GAS). The Respondents contend that *John Deklewa & Sons*, 282 NLRB 1375 (1987), governs the Union's representative status in Case 3-CA-13454. We disagree.

The Board's decision in Case 3-CA-10974, *E. G. Sprinkler Corp.*, 268 NLRB 1241 (1984), was enforced by the United States Court of Appeals for the Second Circuit, *Goodman Piping Products v. NLRB*, 741 F.2d 10 (1984). The Board's authority in supervising compliance with a court-enforced Board Order requiring backpay encompasses the extension of liability to alter egos of the original Respondent. See *Cherokee Marine Terminal*, 287 NLRB 1080, 1082-1083 (1988).

The Respondents admitted in Case 3-CA-13454 that GAS and James M. Goodman are alter egos of EG and GPP. Accordingly, the Board's authority in effectuating compliance with the decision at 268 NLRB 1241 includes requiring GAS to pay backpay under that decision.

Because the Respondents have not complied fully with the Board's backpay remedy in Case 3-CA-10974, that case has not been closed and backpay liability continued to accrue while the Respondents operated their business. When a pre-*Deklewa* Board Order finding contractual liability on the basis of a 9(a) relationship with a union is enforced by a court, "[p]ayments for that liability must be offered before the case can be closed on compliance." *Dependable Tile Co.*, 292 NLRB 1034 (1989). Accord: *Fox Painting Co. v. NLRB*, 919 F.2d 53 (6th Cir. 1990). As Case 3-CA-10974 has never closed on compliance, the Respondents' liability has continued to run, and as GAS and James M. Goodman are the same entity as the other Respondents, their liability stems from and runs under the Board's decision in Case 3-CA-10974.

<sup>2</sup> The interest on payments provided for in the judge's recommended Order shall be paid in accordance with *New Horizons for the Retarded*, 283 NLRB 1173 (1987). Any additional amounts due the benefit funds shall be determined by the procedure set forth in *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979).

**ORDER**

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondents, E. G. Sprinkler Corporation; Goodman Piping Products, Inc.; Goodman Automatic Sprinkler Corporation; and James M. Goodman, an Individual, Rochester, New York, their officers, agents, successors, and assigns, shall take the action set forth in the Order.

*Michael Cooperman, Esq.*, for the General Counsel.

*Jack D. Eisenberg, Esq.*, of Rochester, New York, for the Respondents.

*William W. Osborne, Jr., Esq.*, of Washington, D.C., for the Charging Party.

**DECISION**

**STATEMENT OF THE CASE**

WALLACE H. NATIONS, Administrative Law Judge. On October 1, 1986, a charge was filed in Case 3-CA-13454 by Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO (Union). Subsequently, the Regional Director for Region 3 issued a complaint, an amended complaint, and a second amended complaint alleging that E. G. Sprinkler Corporation, Goodman Piping Products, Inc., Goodman Automatic Sprinkler Corporation, and James M. Goodman, an individual (respectively referred to as EG, GPP, GAS, and Goodman and collectively as Respondents) were alter egos and that the Union was the 9(a) representative of the Companies since 1979. The complaints further allege that GAS violated the statute by failing to apply terms of a collective-bargaining agreement that expired on March 31, 1985, to employees of GAS, and failed to furnish the Union information requested of it in or around August 1986. An amended compliance specification was also issued seeking to extend liability for monetary awards previously found owing in Case 3-CA-10974 to GAS and Goodman.<sup>1</sup> Moreover, the compliance specification sought a monetary remedy from Respondents stemming from the unilateral changes alleged in the complaints.

By its answers to the complaint, amended complaint, and second amended complaint, as well as its answer to the compliance specification, Respondents denied the material allegations of conduct violative of the National Labor Relations Act (Act). Respondents also asserted that their relationship with the Union was at all times material a relationship under Section 8(f) of the Act, and, accordingly, there is and was no collective-bargaining relationship with the Union for any period of time after the expiration of the collective-bargaining agreement on March 31, 1985. In addition, the answer alleged there was no make-whole obligation for any period of time in which Respondents and the Union were not parties to a collective-bargaining agreement.

A hearing on these matters was held in Rochester, New York, on May 29, 1990. At the hearing, Respondents admit-

<sup>1</sup> No monetary remedy is sought against James Goodman as an individual for any liability which arose prior to March 26, 1985, as Goodman was discharged as a debtor by the United States Bankruptcy Court for the Western District of New York on that date.

ted all of the factual allegations contained in both the second amended complaint issued in Case 3-CA-13454 and in the compliance specification, as amended at the hearing, reserving as the sole issue for determination whether the principles of *John Deklewa & Sons*, 282 NLRB 1375 (1987), are applicable to the collective-bargaining relationship between the Union and Respondents. Briefs addressing this issue were filed by Respondents and General Counsel on or about June 28, 1990. Based on the entire record in this proceeding and with consideration of the briefs filed, I make the following

#### FINDINGS OF FACT

##### I. JURISDICTION

Respondents collectively have admitted the factual allegations of the second amended complaint including the jurisdictional allegations, which I find as fact. Respondent EG, a corporation, whose last known office and place of business while doing business under the name of E. G. Sprinkler Corporation was at 107 North Washington Street, East Rochester, New York, was engaged in the installation, repair, and maintenance of automatic sprinkler and fire protection systems in the Rochester, New York area, and at locations outside the State of New York. Respondent GPP, a corporation, whose last known office and place of business while doing business under the name Goodman Piping Products, Inc. was at 325 Fairport Road, Pittsford, New York, was engaged in the same business as Respondent EG within the same territory.

The Board and the Second Circuit Court of Appeals, in prior decisions, *E. G. Sprinkler Corp.*, 268 NLRB 1241 (1984), enfd. sub nom. *Goodman Piping Products v. NLRB*, 741 F.2d 10 (2d Cir. 1984), have previously determined that GPP is the alter ego of EG and that they are a single employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. Respondent GAS is a corporation with an office and place of business located at 45 Crouch Street, East Rochester, New York, where it is engaged in the installation, repair, and maintenance of automatic sprinkler and fire protection systems in the Rochester, New York area.<sup>2</sup>

On or around June 28, 1985, Respondent GAS was established by Respondent EG, Respondent GPP, and Respondent Goodman as a subordinate instrument to, and a disguised continuation of, Respondent EG and Respondent GPP. At all times material, EG and its alter egos, GPP and GAS, have been affiliated business enterprises commonly owned, principally operated, controlled, directed, managed, supervised, and dominated by Respondent Goodman. All Respondents are now, and have been at all times material, employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

##### II. THE LABOR ORGANIZATIONS INVOLVED

It was admitted and I find that the Union and United Association of Journeymen and Apprentices of the Plumbing &

Pipefitting Industry of the United States and Canada, AFL-CIO are now and have been at all times material, labor organizations within the meaning of Section 2(5) of the Act.

##### III. THE ALLEGED UNFAIR LABOR PRACTICES

The second amended complaint alleges that Respondent GAS and Respondents collectively have violated Section 8(a)(1) and (5) of the Act by:

1. Since the inception of GAS in June 1985, repudiating the collective-bargaining agreement between the Union and GAS predecessor Respondents, which expired on March 31, 1985, and by continuing to date to fail and refuse to apply the terms of that agreement to the employees of GAS and by unilaterally deviating from the terms and conditions set forth in that agreement.

2. Refusing since on or about August 5, 1986, to supply the Union with requested information which is necessary for and relevant to the Union's performance of its function as the exclusive collective-bargaining representative of Respondents' employees in the following appropriate unit:

All employees engaged in the installation, dismantling, maintenance, repair, adjustments and corrections of all fire protection and fire control systems with the exception of steam fire protection systems.

As noted earlier, in the prior proceeding in Case 3-CA-10974, *E. G. Sprinkler Corp.*, supra, the Board found that GPP was the alter ego of EG and both were bound by the contract between the Union and EG. At the hearing before Administrative Law Judge D. Barry Morris which led to this finding, the Respondents entered into certain stipulations which are important in the instant proceeding. Paragraph VII of the complaint in the earlier case alleged:

Since 1973, and at all times material herein, the Union has been the designated exclusive collective-bargaining representative of Respondent's employees in the unit described above in paragraph VI and since that date the Union has been recognized as such representative by Respondent. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective by its terms for the period April 1, 1979, to April 1, 1982.<sup>3</sup>

Paragraph VIII of that complaint alleged:

At all times since 1973, the Union by virtue of Section 9(a) of the Act, has been, and is, the exclusive representative of the employees in the unit described above in paragraph VI, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

<sup>2</sup> EG ceased operations on December 31, 1981. GPP was subsequently operated, and it, itself, ceased operations in December 1984. Subsequently, EG and GPP were liquidated in chapter 7 bankruptcy proceedings. The estates of the two Companies were closed on August 16, 1985. See *In Re: James M. Goodman, Debtor, et al.*, Docket Nos. 88-5033, 5039, 5041, United States Court of Appeals for the Second Circuit, decided April 20, 1989.

<sup>3</sup> The bargaining unit description remains unchanged. The involved collective-bargaining agreement remained in force from year to year thereafter unless written notice of modification was sent at least 60 days prior to April 1. By letter dated February 1, 1985, GPP requested negotiations for modifications of the agreement. The agreement expired on March 31, 1985.

In response to a request for a stipulation with respect to paragraphs VII and VIII of the complaint, Respondents EG and GPP, through Pheterson, their attorney, made the following stipulation:<sup>4</sup>

Well, all right. That is one of the problems, that we—was [sic] we did not have the contract and I would stipulate that with respect to Good—E. G. Sprinkler, this is true, at least through December 31, 1981. I do not believe my client signed any contract extending the period of time to April 1, 1982, but he does acknowledge that in 1981, E. G. Sprinkler was operating under a collective bargaining agreement, whether signed or not signed, but I cannot say to you that that agreement extended beyond December 31, 1981, and can't stipulate to that.

JUDGE MORRIS: So I understand that your stipulation is that paragraph VII is correct through December 31, 1981.

MR. PHETERSON: As to E. G. Sprinkler only.

JUDGE MORRIS: That stipulation is accepted.

MR. NEWSOME (Counsel for General Counsel): That is accepted. I will put the contract into evidence. And paragraph VIII?

MR. PHETERSON: That, again, if it applies only to E. G. Sprinkler through December 31, 1981, I would stipulate to that.

In the instant proceeding, the Respondents stipulated, *inter alia*, to the factual allegations of paragraphs II (e), (f), and (g) of the second amended complaint, which read as follows:

(e) On or around June 28, 1985, Respondent GAS was established by Respondent EG, Respondent GPP, and Respondent Goodman as a subordinate instrument to, and a disguised continuation of, Respondent EG and Respondent GPP.

(f) At all times material herein, EG and its alter egos GPP and GAS have been affiliated business enterprises commonly owned, principally operated, controlled, directed, managed, supervised and dominated by Respondent Goodman.

(g) By virtue of the acts and conduct described in paragraph II(e); by virtue of the Board Order, the judgment of the Second Circuit Court of Appeals, as described in paragraph II(c),<sup>5</sup> Respondents EG, GPP, GAS and Goodman are, and have been at all times material herein, alter egos and single employer within the meaning of the Act.

On brief, the Respondents stated their defense to the allegations of the complaints thusly. Respondents contend that all times material, any relationship they may have had with the Union was under Section 8(f) of the Act and that the principles announced in *John Deklewa & Sons*, *supra*, are applicable. The prior Board and court proceedings do not preclude applicability of the 8(f) defenses to the allegations of the instant complaint. In *Deklewa* and subsequent cases, the

Board held that a union can achieve full 9(a) status in construction industry bargaining relationships only through certification by a Board conducted representation election or a union's express demand for an employer's voluntary grant of recognition based on a simultaneous showing of majority support. Respondents further contend that the admissions of EG at the prior hearing before Judge Morris do not constitute voluntary recognition based on an affirmative showing of majority support, and that the Board's Order in the prior case need not be read as giving the Union full 9(a) rights, even though the finding was made pre-*Deklewa*.

In this regard, Respondents argue that the Board only found that the Union was the exclusive representative of the employees involved and had status under Section 9. Respondents contend that *Deklewa* is not inconsistent with this finding. *Deklewa* provides that where there is an 8(f) relationship, the signatory union is deemed the exclusive representative of the employees. It is also deemed to have a 9(a) status as bargaining representative, albeit a limited one. Because in the prior case a collective-bargaining agreement was in effect at all material times, it would not be inconsistent with the prior order to apply *Deklewa* principles to the determination of the relationship of GAS, Goodman, and the Union.

I cannot agree with the position of Respondents for the reasons advanced by General Counsel on brief. The prior proceeding was pre-*Deklewa* and the criteria for deciding what constitutes voluntary recognition of the Union is not the standard set out in *Deklewa*. There is nothing in facts found in the prior Board decision to indicate that at any time in which it was operating, E. G. Sprinkler did not have union members as a majority of its employees in the bargaining unit. General Counsel had alleged in paragraph VIII of the complaint in that proceeding that the Union was the 9(a) collective-bargaining representative of the employees of Respondents in the involved unit. As set out completely above, Respondents therein stipulated that the Union was the 9(a) collective-bargaining representative as alleged in paragraph VIII, with one limitation. The stipulation entered into by Respondents regarding 9(a) status was specifically limited to E. G. Sprinkler through 1981, a position consistent with Respondent GPP's position that it was not an alter ego of EG and not bound by the collective-bargaining agreement between the Union and EG. Such qualifying language is irrelevant in light of the Board's conclusion that both EG and GPP were alter egos.

Once a determination had been made that E. G. Sprinkler and Goodman Piping were alter egos, the stipulation that was made as to 9(a) status with respect to E. G. Sprinkler became equally applicable to Goodman Piping. Any other conclusion is logically inconsistent. Likewise, the stipulation as to 9(a) status must be applied to subsequent alter egos Goodman Automatic Sprinkler and James Goodman. The Board's Order in Case 3-CA-10974 presupposes the existence of a 9(a) bargaining relationship as it orders EG and GPP to recognize and bargain with the Union. The Board Order issued prior to the Board's decision in *Deklewa*; therefore, if the Board had concluded that the contract in issue therein had been an 8(f) contract, the Board would not have issued the bargaining orders discussed above, since it was in *Deklewa* that the Board first held that it would enforce an 8(f) con-

<sup>4</sup>The stipulations were made orally on the record at the hearing before Judge Morris. The text of the stipulations is taken from the official transcript of those proceedings.

<sup>5</sup>*E. G. Sprinkler Corp.*, 268 NLRB 1241 (1984), *enfd.* *Goodman Piping Product v. NLRB*, 741 F.2d 10 (2d Cir. 1984).

tract. Thus, the Board had to have found a 9(a) relationship to justify its issuance of the earlier bargaining order.

The Board has consistently applied *res judicata* principles in its proceedings where a respondent has entered into a stipulation which is not contrary to the Act.<sup>6</sup> In *Academy of Art College*, 241 NLRB 454, 455 (1979), the Board stated: "These stipulations, once entered into evidence, constituted a judicial admission of the Respondent's part as to the facts contained therein. Such an admission has the effect of a confessional pleading, and its principal characteristic is that it is conclusive upon the party making it."

As discussed above, at the hearing in Case 3-CA-10974, E. G. Sprinkler stipulated that the Union was the exclusive 9(a) bargaining representative of its unit employees; no party attempted to withdraw from that stipulation before the hearing concluded, and no contrary evidence was adduced at the hearing. The Board rendered a Decision and Order based on that hearing in which it ordered Goodman Piping to bargain with the Union as the 9(a) representative of its unit employees and the unfair labor practice issue cannot be relitigated. See *Schorr Stern Food Corp.*, 248 NLRB 292, 295 (1980). The complaint in this case, 3-CA-13454, did not issue in a vacuum, but is in my view a continuation of the prior proceeding in Case 3-CA-10974 as the Respondents, in changing forms, continue to refuse to heed the Board's Order to "recognize and bargain collectively with the Union by acknowledging that it is bound by the existing collective-bargaining agreement between E. G. Sprinkler Corporation and the Union."

By virtue of the stipulation at the prior hearing and the admissions at the hearing in the instant proceeding, Respondents Goodman and GAS have, as alter egos of EG and GPP, succeeded to the responsibilities and liabilities of EG and GPP and the Union enjoys full 9(a) status with respect to them as bargaining representative of their employees in the unit described. Therefore, Respondents had an obligation to furnish the Union the information requested on or about August 5, 1986, as alleged in the second amended complaint and their failure and refusal to do so violates Section 8(a)(1) and (5) of the Act.<sup>7</sup> Likewise, as Respondent GAS and Respondents collectively have continued and are continuing to repudiate the terms and conditions of employment set forth in the expired collective-bargaining agreement between Respondents and the Union by failing to apply the terms of the collective-bargaining agreement to the employees of Respondent GAS and by unilaterally deviating from the terms and conditions of employment set forth in that agreement, Respondents have violated and continue to violate Section 8(a)(1) and (5) of the Act.

#### CONCLUSIONS OF LAW

1. Respondents E. G. Sprinkler Corporation, Goodman Piping Products, Inc., Goodman Automatic Sprinkler Corporation and James Goodman, an individual, are employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

<sup>6</sup>See *Schorr Stern Food Corp.*, 248 NLRB 292 (1980), citing *Brown & Root, Inc.*, 132 NLRB 486, 492 (1961), *enfd.* 311 F.2d 447, 451 (8th Cir. 1963).

<sup>7</sup>The information sought, though relevant and necessary at the time, is no longer necessary as GAS is no longer operating. Therefore, though a violation is found, the remedy will not require production of this information.

2. Respondents Goodman Piping Products, Inc., Goodman Automatic Sprinkler Corporation, and James Goodman, an individual, are all alter egos of E. G. Sprinkler Corporation and are a single employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

3. The Union and its affiliate, United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act.

4. The Union is the exclusive representative for purposes of collective bargaining within the meaning of Section 9(a) of the Act, of Respondents' employees in the appropriate unit, within the meaning of Section 9(b) of the Act, which consists of:

All employees engaged in the installation, dismantling, maintenance, repair, adjustments and corrections of all fire protection and fire control systems with the exception of steam fire protection systems.

5. By failing to supply necessary and relevant information requested by the Union on or about August 5, 1986, Respondents have violated Section 8(a)(1) and (5) of the Act.

6. By failing and refusing to apply the terms and conditions of the collective-bargaining agreement between the Respondents and the Union, which expired on March 31, 1985, to the employees of Goodman Automatic Sprinkler Corporation, and by unilaterally deviating from the terms and conditions of employment set forth in that agreement, Respondents have violated Section 8(a)(1) and (5) of the Act.

7. The unfair labor practices set out above constitute unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that Respondents have engaged in unfair labor practices, I recommend that they be ordered to cease and desist therefrom and to take certain affirmative action necessary to effectuate the policies of the Act.

I recommend that Respondents make whole the appropriate individuals for any losses they may have suffered by reason of Respondents' failure to honor the collective-bargaining agreement with the Union, including benefit contributions. The amounts of moneys owing are set forth in the compliance specification, General Counsel Exhibits 1(z) and 4(a) and (b), as amended at the hearing.<sup>8</sup> These exhibits are incorporated herein by reference and made a part of this decision as if typed herein.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>9</sup>

#### ORDER

The Respondents, E. G. Sprinkler Corporation, Goodman Piping Products, Inc., Goodman Automatic Sprinkler Cor-

<sup>8</sup>It was stipulated at the hearing the following individuals should be eliminated from the compliance specification: David Barley, Elgie Blocker, Randall Christman, James Dennis, William Menzies, Christine Moffet, James Richardson, and Kenneth Schultz, Jr.

<sup>9</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

poration, and James Goodman, an individual, Rochester, New York, their officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to supply information requested by the Union which is relevant to, and necessary for, the Union's performance of its function as the exclusive collective-bargaining representative of Respondents' employees in the appropriate unit.

(b) Failing and refusing to apply the terms and conditions of the collective-bargaining agreement between the Respondents and the Union, which expired on March 31, 1985, to the employees of Goodman Automatic Sprinkler Corporation, and by unilaterally deviating from the terms and conditions of employment set forth in that agreement.

(c) Refusing to recognize and bargain with the Union concerning the wages, hours, or other terms and conditions of employment of the employees in the appropriate unit described in this decision.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Pay to the appropriate funds the contributions required to be paid by the collective-bargaining agreement and make the appropriate individuals whole for any losses they may have suffered by reason of Respondents' failure to honor the collective-bargaining agreement and by Respondents unilateral deviation from the terms and conditions set forth in that agreement, with interest, in the manner set forth in the remedy section of this decision.

(b) Recognize and bargain, on request, with the Union as the exclusive bargaining representative of the employees in the appropriate unit described in this decision.

(c) On request, supply the Union with information relevant to, and necessary for, the performance of its function as the exclusive collective-bargaining representative of Respondents' employees in the appropriate unit.

(d) Preserve and, on request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts owing under the terms of this Order.

(e) Post at their office copies of the attached notice marked "Appendix."<sup>10</sup> Copies of the notice on forms provided by the Regional Director for Region 3, after being signed by Respondents' authorized representative, shall be posted by Respondents immediately upon receipt, and be maintained for 60 consecutive days, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondents to ensure that the notices are not altered, defaced, or covered

by any other material. Because there is a possibility that Respondents may no longer be engaged in business, it is further directed that Respondents mail sufficient copies of this notice to the office of the Union so that the Union may post this notice where notices to members are customarily posted. Additionally, Respondent is directed to mail a copy of this notice to each individual shown on the compliance specification, incorporated herein by reference, at their last known address.

(f) Notify the Regional Director in writing within 20 days of the date of this Order what steps the Respondents have taken to comply.

## APPENDIX

### NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives you these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of your own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to supply information requested by Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO affiliated with United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, which is relevant to, and necessary for, the Union's performance of its function as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All employees engaged in the installation, dismantling, maintenance, repair, adjustments and corrections of all fire protection and fire control systems with the exception of steam fire protection systems.

WE WILL NOT fail and refuse to apply the terms and conditions of the collective-bargaining agreement between the Union and ourselves, which expired on March 31, 1985, to you, and WE WILL NOT unilaterally deviate from the terms and conditions set forth in that agreement.

WE WILL NOT refuse to recognize and bargain with the Union concerning the wages, hours, or other terms and conditions of employment of our employees in the unit set out above.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under Section 7 of the Act.

<sup>10</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

WE WILL pay to the appropriate union benefit funds the contributions required to be paid by the collective-bargaining agreement and make our employees in the unit described above whole for any losses they may have suffered by reason of our failure to honor the collective-bargaining agreement and by our unilateral deviation from the terms and conditions set forth in that agreement, with interest.

WE WILL on request, supply the Union with information relevant to, and necessary for, the performance of its function as the exclusive collective-bargaining representative of our employees in the unit described above.

WE WILL recognize and bargain, on request, with the Union as the exclusive bargaining representative of our employees in the unit described above.

E. G. SPRINKLER CORPORATION, GOODMAN  
PIPING PRODUCTS, INC., AND ITS ALTER EGOS,  
GOODMAN AUTOMATIC SPRINKLER CORPORATION,  
AND JAMES M. GOODMAN AN INDIVIDUAL